F. E. WARREN AIR FORCE BASE

FEDERAL FACILITY AGREEMENT

PACKAGE

INDEX TO

FEDERAL FACITLITY AGREEMENT

UNITED STATES ENVIRONMENTAL PROTECTION
AGENCY REGION VIII
AND THE
STATE OF WYOMING
AND THE
UNITED STATES AIR FORCE

IN THE MATTER OF:	)	Federal Facility Agreement Under
The U.S. Department of the Air Force	)	CERCLA Section 120
F.E. Warren Air Force Base Cheyenne, Wyoming EPA ID NO WY5571924179	)	Administrative Docket Number: CERCLA-VIII-91-23

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The U.S. Department of the Air Force	)	
F.E. Warren Air Force Base Cheyenne, Wyoming	)	Administrative Docket Number:
EPA ID NO WY5571924179	)	CERCLA-VIII-91-23

Based on the information available to the Parties on the effective date of this Federal Facility Agreement (Agreement) and without trial or adjudication of any issues of fact or law, the Parties agree as follows:

1. PURPOSE

1.1 The general purposes of this Agreement are to:

(a) Ensure that the environmental impacts associated with past and present activities at the Site are thoroughly investigated and appropriate remedial action taken as necessary to protect the public health, welfare, and the environment;

(b) Establish a procedural framework and schedule for developing, implementing, and monitoring appropriate response actions at the Site in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the National Contingency Plan (NCP), Superfund guidance and policy, the Resource Conservation and Recovery Act (RCRA), RCRA guidance and policy, and applicable State law; and

(c) Facilitate cooperation, exchange of information, and participation of the Parties in such action.

1.2 Specifically, the purposes of this Agreement are to:

(a) Identify Operable Unit (OU) Remedial Actions which are appropriate at the Site prior to implementation of Final Remedial Action at the Site. Operable Unit Remedial Actions Alternatives shall be identified and proposed to the Parties as early as possible prior to proposal of the Final Remedial Action at the Site. This process is designed to promote cooperation

among the Parties in identifying Operable Unit Remedial Actions prior to selection of the Final Remedial Action at the Site.

(b) Establish requirements for the performance of a Remedial Investigation (RI) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release and threatened release of hazardous substances, pollutants, or contaminants at the Site and to establish requirements for the performance of a Feasibility Study (FS) for the Site to identify, evaluate, and select alternatives for the appropriate remedial action(s) to prevent, mitigate, or abate the release or threatened release of hazardous substances, pollutants, or contaminants at the Site in accordance with CERCLA and applicable State law;

(c) Identify the nature, objective, and schedule of response actions to be taken at the Site. Response actions at the Site shall attain that degree of cleanup of hazardous substances, pollutants, or contaminants mandated by CERCLA and applicable State law;

(d) Implement the selected remedial actions(s) in accordance with CERCLA and applicable State law and meet the requirements of CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), pertaining to interagency agreements;

(e) Ensure compliance, through this Agreement, with RCRA and other Federal and State hazardous waste laws and regulations for matters covered herein;

(f) Coordinate response actions at the Site with the mission and support activities at F.E. Warren Air Force Base, Cheyenne, Wyoming (F.E. Warren AFB);

(g) Expedite the cleanup process to the extent consistent with protection of human health and the environment;

(h) Provide for State involvement in the initiation, development, selection, and enforcement of remedial actions to be undertaken at F.E. Warren AFB, including the review of all applicable data as it becomes available and the development of studies, reports, and action plans, and identify and integrate State applicable or relevant and appropriate requirements (ARARs) into the remedial action process and;

(i) Provide for operation and maintenance of any remedial action selected and implemented pursuant to this Agreement.

2. SCOPE OF AGREEMENT

2.1 Except as provided in paragraphs 2.2, 2.3, 2.4, and 2.5 of this Section, the Parties agree that the purpose of this Agreement is to set forth a process to identify, investigate, and remediate the releases or threatened releases of hazardous substances, pollutants, or contaminants, including those petroleum products releases as described in paragraph 2.2 of this Section, at or from the Site. Except as provided in paragraphs 2.2, 2.3, 2.4, and 2.5, the Parties agree that the releases or threatened releases of hazardous substances, pollutants, or contaminants, including petroleum products releases as described in paragraph 2.2 of this Section, at or from the Site will be addressed under the authorities of CERCLA and RCRA through this Agreement. (See Section 17, Statutory Compliance/RCRA-CERCLA Integration.)

2.2 The Parties agree that the obligation of the Air Force to identify, investigate, and remediate the release or threatened release of petroleum products, including petroleum products originating from Underground Storage Tanks (USTs) at the Site which are not commingled and do not threaten to commingle with hazardous substances, pollutants, or contaminants, is not within the scope of this Agreement. However, the Parties agree that in the event that releases of petroleum products, including those determined to be originating from USTs, are wholly or partially commingled with releases of hazardous substances, pollutants, or contaminants that are within the scope of this Agreement (see paragraph 2.1 above), such releases shall be within the scope of this Agreement. In such case, the obligation of the Air Force to identify, investigate, and remediate such releases shall be pursuant to this Agreement, and in such case any State or Federal laws or regulations pertinent to releases or threatened releases of petroleum products from USTs shall be evaluated as potential ARARs according to the processes set forth in this Agreement.

2.3 The Parties agree that the Air Force currently maintains certain environmental permits at the Site including but not limited to an NPDES permit for storm water discharges, an NPDES pretreatment permit, and an air permit for the heating plant. The Parties agree that the obligation of the Air Force to maintain such permits is not within the scope of this Agreement and that such obligations shall be fulfilled pursuant to independent State and Federal programs pertinent thereto. The Parties further agree that the requirement to obtain permits for response actions that are within the scope of this Agreement shall be as set forth in Section 17 (Statutory Compliance/RCRA-CERCLA Integration) and Section 19 (Permits) of this Agreement.

2.4 The Parties agree that the Air Force may apply for certain additional RCRA ongoing hazardous waste management permits at the Site including but not limited to a RCRA permit

for a storage facility and a RCRA permit for an open burn/open detonation facility (these additional permits shall hereinafter be referred to as "RCRA ongoing hazardous waste management permits"). The Parties agree that any obligation of the Air Force to maintain such RCRA ongoing hazardous waste management permits is not within the scope of this Agreement and that such obligation, if any, shall to the extent required by law be fulfilled pursuant to independent State and Federal programs pertinent thereto.

2.5 The Parties agree that the obligation, if any, of the Air Force to identify, investigate, and remediate any releases or threatened releases that occur or are discovered subsequent to the effective date of this Agreement of hazardous substances, pollutants, or contaminants, and which: (a) originate solely and exclusively from units authorized to operate pursuant to RCRA ongoing hazardous waste management permits (as referred to in paragraph 2.4 above) at the Site, (b) may reasonably be anticipated to remain separate and not become commingled with releases and threatened releases covered by this Agreement, and (c) which are regulated pursuant to an authority specifically enumerated in the RCRA ongoing hazardous waste management permit shall be pursuant to such ongoing hazardous waste management permit. Any such subsequent releases and threatened releases meeting these three conditions are not within the scope of this Agreement. Such obligations, if any, shall be fulfilled by the Air Force or other person designated in the RCRA ongoing hazardous waste management permit and pursuant to the Federal and/or State authority designated in the RCRA ongoing hazardous waste management permit.

2.6 The Parties agree that nothing in this agreement affects the existing obligations of the Air Force to notify and consult with EPA and/or the State of releases or threatened releases of hazardous substances, pollutants, or contaminants and petroleum products as required by, but not limited to CERCLA Section 103, 12 U.S.C. 9603, the NCP or 10 U.S.C. 2705, including those releases not within the scope of this Agreement.

2.7 The Parties further agree that in the event that a dispute among the Parties arises regarding the scope of this Agreement the procedures set forth in Section 13 (Dispute Resolution) shall apply.

3. PARTIES

3.1 The Parties to this Agreement are EPA, the Air Force, and the State. The terms of the Agreement shall apply to and be binding upon EPA, the State, the Air Force, and their successors and assigns. Closure of F.E. Warren AFB shall not affect the Air Force's obligations to comply with the terms of this Agreement.

3.2 This Agreement shall be enforceable against all of the Parties to this Agreement. This Section shall not be construed as an agreement to indemnify any person. The Air Force shall notify its agents, members, employees, response action contractors for the Site, and all subsequent owners, operators, and lessees of the Site of the existence of this Agreement, and this Agreement shall be binding upon and fully enforceable against said persons to the maximum extent permitted by law.

3.3 Each Party shall be responsible for ensuring that its contractors comply with the terms and conditions of this Agreement. The Air Force shall notify EPA and the State of the identity and assigned tasks of each of its contractors performing work under this Agreement upon their selection.

3.4 The Wyoming Department of Environmental Quality (DEQ) is the designated single State agency, in accordance with the Wyoming Environmental Quality Act (EQA), responsible for the Federal programs to be carried out under this Agreement, and the lead agency for the State of Wyoming and its actions pursuant to this Agreement are binding on the State of Wyoming.

4. JURISDICTION

4.1 Each Party is entering into this Agreement pursuant to the following authorities:

(a) EPA enters into those portions of this Agreement that relate to the RI/FS pursuant to Section 120(e)(1) of CERCLA, 42 U.S.C. Section 9620(e)(1), as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Pub. L. 99-499 (hereinafter jointly referred to as CERCLA), and RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), as amended by the Hazardous and Solid Waste Amendments of 1984 (HSWA) (hereinafter jointly referred to as RCRA), and Executive Order 12580;

(b) EPA enters into those portions of this Agreement that relate to operable units and final remedial actions pursuant to CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Sections 6961, 6928(h), 6924(u) and (v), and Executive Order (EO) 12580;

(c) The Air Force enters into those portions of this Agreement that relate to the RI/FS pursuant to CERCLA Section 120(e)(1), 42 U.S.C. Section 9620(e)(1), RCRA Sections 6001, 3008(h) and 3004(u) and (v), 42 U.S.C. Section 6961, 6928(h), 6924(u) and (v), Executive Order 12580, the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 et seq. and the Defense Environmental Restoration Program (DERP), 10 U.S.C. Section 2701 et seq.;

(d) The Air Force enters into those portions of this Agreement that relate to operable units and final remedial actions pursuant to CERCLA Section 120(e)(2), 42 U.S.C. Section 9620(e)(2), RCRA Sections 6001, 3004(u) and (v) and 3008(h), 42 U.S.C. Section 6961, 6928(h), 6924(u) and (v), EO 12580 and the DERP; and

(e) The State enters into this Agreement pursuant to CERCLA Sections 120(f) and 121(f), 42 U.S.C. Sections 9620(f) and 9621(f), and EQA.

5. DEFINITIONS

5.1 Except as noted below or otherwise explicitly stated, the definitions provided in CERCLA and the NCP shall control the meaning of terms used in this Agreement.

(a) "Agreement" shall refer to this document and shall include all Appendices to this document to the extent they are consistent with the original Agreement as executed or modified. All such Appendices shall be attached to and made an integral and enforceable part of this document.

(b) "Air Force" shall mean U.S. Air Force, its employees, members, agents, and authorized representatives as well as Department of Defense (DOD) to the extent necessary to effectuate the terms of this Agreement, including, but not limited to, appropriations and Congressional reporting requirements.

(c) "ARARs" shall mean Federal and State applicable or relevant and appropriate requirements, standards, criteria, or limitations as defined in Section 121 of CERCLA.

(d) "CERCLA" shall mean the Comprehensive Environmental Response, Compensation and Liability Act, Public Law 96-510, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law 99-499, and any subsequent amendments thereto.

(e) "Community Relations Plan" shall mean a plan prepared by the Air Force based on community interviews and other relevant information specifying the community relations activities that the Air Force expects to undertake during the response activities.

(f) "Days" shall mean calendar days, unless working days are specified. Any submittal that under the terms of this Agreement would be due on Saturday, Sunday, or a Federal holiday shall be due on the following working day.

(g) "EPA" shall mean the United States Environmental Protection Agency, its employees, agents, and authorized representatives.

(h) "Federal facility" shall mean F.E. Warren Air Force Base.

(i) "Meeting," in regard to Project Managers, shall mean an in-person discussion at a single location or a conference telephone call of all Project Managers. A conference call will suffice for an in-person meeting upon the concurrence of the Project Managers. Following each meeting, the Air Force Project Manager shall prepare and transmit minutes of such meeting to the EPA and State Project Managers for their concurrence.

(j) "National Contingency Plan" or "NCP" shall refer to the regulations contained in 40 C.F.R. Part 300 et seq. and any subsequent amendments thereto.

(k) "Operation and maintenance" shall mean activities required to maintain the effectiveness of response actions.

(1) "RCRA" or "RCRA/HSWA" shall mean the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616, and any subsequent amendments thereto.

(m) "Remove" or "Removal" shall have the same meaning as provided in Section 101(23) of CERCLA, 42 U.S.C. Section 9601(23), and the NCP.

(n) "Site" shall mean F.E. Warren Air Force Base and any area off F.E. Warren Air Force Base to or under which a release of hazardous substances, pollutants, or contaminants has migrated, or threatens to migrate, from a source on or at F.E. Warren Air Force Base. For the purposes of obtaining permits, the terms "on-site" and "off-site" shall have the same meaning as provided in the NCP.

(o) "State" shall mean the State of Wyoming and its employees, agents, and authorized representatives, represented by the DEQ as the lead agency.

6. CONCLUSIONS OF LAW AND DETERMINATIONS

These Conclusions of Law and Determinations are not to be construed as admissions by any Party nor are they binding upon any Party with respect to claims or causes brought by persons not a party to this Agreement.

6.1 This Agreement is based upon the placement of F.E. Warren Air Force Base (F.E. Warren AFB), Laramie County, Wyoming, on the National Priorities List by EPA on February 21, 1990, 55 Federal Register, 6161.

6.2 F.E. Warren AFB is a Federal facility under the jurisdiction, custody, or control of the Department of Defense (DOD) within the meaning of EO 12580, 52 Fed. Reg. 2923, January 29, 1987. The Department of the Air Force is authorized to act on behalf of the Secretary of Defense for all functions delegated by the President to the Secretary of Defense through E.O. 12580 which are relevant to this Agreement.

6.3 F.E. Warren AFB is a Federal facility under the jurisdiction of the Secretary of Defense within the meaning of CERCLA Section 120, 42 U.S.C. Section 9620, and SARA Section 211, 10 U.S.C. Section 2701 et seq. and subject to DERP.

6.4 The Air Force is the authorized delegatee of the President under EO 12580 for receipt of notification by the State of its ARARs, as required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. Section 9621(d)(2)(A)(ii).

6.5 The authority of the Air Force to exercise the removal authority as delegated by the President pursuant to CERCLA Section 104, 42 U.S.C. Section 9604, is not altered by this Agreement.

6.6 The actions to be taken pursuant to this Agreement are reasonable and necessary to protect the public health, welfare, and/or the environment.

6.7 There are areas within the boundaries of the Federal facility where "hazardous substances," as defined at 42 U.S.C. Section 9601(14) and as specified in Attachment A (Statement of Facts) have been deposited, stored, placed, or otherwise come to be located within the meaning of 42 U.S.C. Section 9601(9).

6.8 There have been "releases" as defined at 42 U.S.C. Section 9601(22) of hazardous substances, pollutants, or contaminants at or from the "facility" as defined at 42 U.S.C. Section 9601(9) into the environment and within the meaning of 42 U.S.C. Section 9604, 9606, and 9607.

6.9 With respect to these releases, the Air Force is an owner and/or operator as defined at 42 U.S.C. Section 9601(20) and is a "responsible party" subject to the provisions of 42 U.S.C. Section 9607.

6.10 Included as "Attachment A" to this Agreement is a "Statement of Facts" concerning F.E. Warren AFB and upon which this Agreement is based.

6.11 Included as "Attachment B" to this Agreement is a map showing source(s) of suspected contamination and the areal extent of known contamination, based on information available at the time of the signing of this Agreement.

7. WORK TO BE PERFORMED

7.1 The Parties agree to perform the tasks, obligations, and responsibilities described in this Section in accordance with CERCLA and CERCLA guidance and policy; the NCP; EO 12580; the Statement of Work attached hereto as Attachment C; and all other terms and conditions of this Agreement including documents prepared and incorporated in accordance with Section 8 (Consultation).

7.2 The Air Force agrees to undertake, seek adequate funding for, fully implement and report on the following tasks for each Operable Unit with participation of the Parties as set forth in this Agreement:

(a) Remedial Investigations of the Site;

(b) Feasibility Studies for the Site;

(c) All response actions for the Site;

(d) Operation and maintenance of response actions at the Site; and

(e) Funding State support services.

The above tasks to be performed are more specifically set forth in the Statement of Work attached hereto as Attachment C.

7.3 The Parties agree to:

(a) Make their best efforts to expedite the initiation of response actions for the Site, particularly for Operable Units;

(b) Carry out all activities under this Agreement so as to protect the public health, welfare, and the environment.

7.4 Upon request, EPA and the State agree to provide any Party with guidance or reasonable assistance in obtaining guidance relevant to the implementation of this Agreement.

8. CONSULTATION: REVIEW AND COMMENT PROCESS FOR DRAFT AND FINAL DOCUMENTS

8.1 Applicability: The provisions of this Section establish the procedures that shall be used by the Parties to

provide each other with appropriate notice, review, comment, and response to comments regarding RI/FS and RD/RA documents specified herein as either primary or secondary documents. In accordance with CERCLA Section 120, 42 U.S.C. Section 9620, and 10 U.S.C. Section 2705, the Air Force will normally be responsible for issuing primary and secondary documents to EPA and the State. As of the effective date of this Agreement, all draft, draft final, and final reports for any deliverable document identified herein shall be prepared, distributed, and subject to dispute in accordance with Subsections 8.2 through 8.10 below. The designation of a document as "draft" or "final" is solely for purposes of consultation with EPA and the State in accordance with this Section. Such designation does not affect the obligation of the Parties to issue documents, which may be referred to herein as "final," to the public for review and comment as appropriate and as required by law.

8.2 General Process for RI/FS and RD/RA Documents

(a) Primary documents include those reports that are major, discrete portions of RI/FS or RD/RA activities. Primary documents are initially issued by the Air Force in draft subject to review and comment by EPA and the State. Following receipt of comments on a particular draft primary document, the Air Force will respond to the comments received and issue a draft final primary document subject to dispute resolution. The draft final primary document will become the final primary document thirty (30) days after issuance if dispute resolution is not invoked or as modified by decision of the dispute resolution process.

(b) Secondary documents include those reports that are discrete portions of the primary documents and are typically input or feeder documents. Secondary documents are issued by the Air Force in draft subject to review and comment by EPA and the State. Although the Air Force will respond to comments received, the draft secondary documents may be finalized in the context of the corresponding final primary document. A secondary document may be disputed at the time the corresponding draft final primary document is issued.

8.3 Primary Reports

(a) The Air Force shall complete and transmit draft reports of the following primary documents to EPA and the State for review and comment in accordance with the provisions of this Section:

1. Community Relations Plan

2. Sampling and Analysis Plan Including a Quality Assurance Project Plan

3. Remedial Investigation and Feasibility Study Work Plan, Including Data Quality Objectives (for Each Operable Unit)

4. Remedial Investigation Report, Including Risk Assessment and Ground Water Assessment (for Each Operable Unit)

5. Feasibility Study (for Each Operable Unit)

6. Proposed Plan (for Each Operable Unit)

7. Record of Decision With Responsiveness Summary (for Each Operable Unit)

8. Remedial Design Work Plan (for Each Operable Unit)

9. Remedial Action Work Plan (for Each Operable Unit)

10. Remedial Design Document, 100 percent Completion Stage (for Each Operable Unit)

(b) Only draft final reports for primary documents shall be subject to dispute resolution. The Air Force shall complete and transmit draft primary documents in accordance with the timetables and deadlines established in the Deadlines and Target Dates attached hereto as Appendix A or established pursuant to Section 9 (Deadlines) of this Agreement.

8.4 Secondary Documents

(a) The Air Force shall complete and transmit draft reports of the following secondary documents to EPA and the State for review and comment in accordance with the provisions of this Section:

1. Memorandum on Remedial Action Objectives (for Each Operable Unit)

2. Memorandum on Development and Screening of Alternatives (for Each Operable Unit)

3. Intermediate Design Stage Report, 60 percent Completion Stage (for Each Operable Unit)

4. Site-wide Health and Safety Plan

(b) Although EPA and the State may comment on the draft reports for the secondary documents listed above, such documents shall not be subject to dispute resolution except as provided by Subsection 8.2 hereof. Target dates shall be established for the completion of draft secondary reports

pursuant to Section 9 (Deadlines and Target Dates) of this Agreement.

8.5. Meetings of the Project Managers. (See also Subsection 18.3). The Project Managers shall meet in person approximately every thirty (30) days, except as otherwise agreed by the Parties, to review and discuss the progress of work being performed at the Site, including progress on the primary and secondary documents. The Air Force Project Manager shall prepare and transmit minutes of such meetings to the other Project Managers for their concurrence. Prior to preparing any draft report specified in Subsections 8.3 and 8.4 above, the Project Managers shall meet in an effort to reach a common understanding to the maximum extent practicable with respect to the results to be presented in the draft report.

8.6 Identification and Determination of Potential ARARs

(a) For those primary reports or secondary documents that consist of or include ARAR determinations, the Project Managers shall meet (prior to the issuance of a draft report) to identify and propose all potential ARARs pertinent to the report being addressed. At that time, DEQ, as the lead State agency, shall identify potential State ARARs as required by CERCLA Section 121(d)(2)(A)(ii), 42 U.S.C. Section 9621(d)(2)(A)(ii), which are pertinent to those activities for which it is responsible and the report being addressed. Draft ARAR determinations shall be prepared by the Air Force in accordance with CERCLA Section 121(d)(2), 42 U.S.C. Section 9621(d)(2), the NCP, and pertinent guidance issued by EPA.

(b) DEQ, as the State lead agency, will contact those State and local governmental agencies which are a potential source of proposed ARARs. The proposed ARARs obtained from the identified agencies will be submitted to the Air Force, along with a list of those agencies which failed to respond to DEQ's solicitation of proposed ARARs. The Air Force will contact those agencies which failed to respond and again solicit these inputs.

(c) In identifying potential ARARs, the Parties recognize that actual ARARs can be identified only on a site-specific basis and that ARARs depend on the specific hazardous substances, pollutants, and contaminants at a site, the particular actions associated with a proposed remedy and the characteristics of a site. The Parties recognize that ARAR identification is necessarily an iterative process and that potential ARARs must be identified and discussed among the Parties as early as possible and must be reexamined throughout the RI/FS process until a ROD is issued.

8.7 Review and Comment on Draft Reports

(a) The Air Force shall complete and transmit each draft primary report to EPA and the State on or before the corresponding deadline established for the issuance of the report. The Air Force shall complete and transmit the draft secondary documents in accordance with the target dates established for the issuance of such reports.

(b) Unless the Parties mutually agree to another time period, all draft reports shall be subject to a thirty (30) day period for review and comment. Review of any document by the EPA and the State may concern all aspects of the report (including completeness) and should include, but is not limited to, technical evaluation of any aspect of the document and consistency with CERCLA, the NCP, any pertinent guidance or policy issued by the EPA, and pertinent State law. Comments by EPA and the State shall be provided with adequate specificity so that the Air Force may respond to the comment and, if appropriate, make changes to the draft report. Comments shall refer to any pertinent sources of authority or references upon which the comments are based and, upon request of the Air Force, EPA or the State, as appropriate, shall provide a copy of the cited authority or reference. In cases involving reports of complex or unusual length, EPA or the State may extend the thirty (30) day comment period for an additional twenty (20) days by written notice to the Air Force prior to the end of the thirty (30) day period. On or before the close of the comment period, EPA and the State shall transmit by 11:59 p.m. (local time) of the closing day their written comments to the Air Force. These comments will be sent so they are received within two (2) working days. In appropriate circumstances, this time period may be further extended in accordance with Section 10 (Extensions).

(c) Representatives of the Air Force shall make themselves readily available to EPA and the State during the comment period for purposes of informally responding to questions and comments on draft reports. Oral comments made during such discussions need not be the subject of a written response by the Air Force on the close of the comment period.

(d) In commenting on a draft report which contains a proposed ARAR determination, EPA and the State shall include a reasoned statement of whether it objects to any portion of the proposed ARAR determination. To the extent that EPA or the State does object, it shall explain the basis for its objection in detail and shall identify any ARARs which it believes were not properly addressed in the proposed ARAR determination.

(e) Following the close of the comment period for a draft report, the Air Force shall give full consideration to all written comments. On a draft secondary report the Air Force

shall, within thirty (30) days of the close of the comment period, transmit to the EPA and the State its written response to the comments received. On a draft primary report the Air Force shall, within thirty (30) days of the close of the comment period, transmit to EPA and the State a draft final primary report, which shall include the Air Force's response to all written comments received within the comment period. While the resulting draft final report shall be the responsibility of the Air Force, it shall be the product of consensus to the maximum extent possible.

(f) The Air Force may extend the thirty (30) day period for either responding to comments on a draft report or for issuing the draft final primary report for an additional twenty (20) days by providing notice to EPA and the State. In appropriate circumstances, this time period may be further extended in accordance with Section 10 (Extensions).

8.8 Availability of Dispute Resolution for Draft Final Primary Documents

(a) Dispute resolution shall be available to the Parties for draft final primary reports as set forth in Section 13 (Dispute Resolution).

(b) When dispute resolution is invoked on a draft final primary report, work may be stopped in accordance with the procedures set forth in Subsection 13.9 regarding dispute resolution.

8.9 Finalization of Reports

The draft final primary report shall serve as the final primary report if no party invokes dispute resolution regarding the document or, if invoked, at completion of the dispute resolution process should the Air Force's position be sustained. If the Air Force's determination is not sustained in the dispute resolution process, the Air Force shall prepare, within not more than thirty-five (35) days, a revision of the draft final report which conforms to the results of dispute resolution. In appropriate circumstances, the time period for this revision period may be extended in accordance with Section 10 (Extensions).

8.10 Subsequent Modification of Final Reports

Following finalization of any primary report pursuant to Subsection 8.9 above, any Party may seek to modify the report including seeking additional field work, pilot studies, computer modeling, or other, supporting technical work, only as provided in subparagraphs (a) and (b) below.

(a) Any Party may seek to modify a report after finalization if it determines, based on new information (i.e., information that becomes available or conditions that become known, after the report was finalized) that the requested modification is necessary. Any Party may seek such a modification by submitting a concise written request to the Project Managers of the other Parties. The request shall specify the nature of the requested modification and how the request is based on new information.

(b) In the event that a consensus is not reached by the Project Managers on the need for a modification, any Party may invoke dispute resolution to determine if such modification shall be conducted. Modification of a report shall be required only upon a showing that:

(1) The requested modification is based on significant new information; and

(2) The requested modification could be of significant assistance in evaluating impacts on the public health or the environment, in evaluating the selection of remedial alternatives, or in protecting human health and the environment.

(c) Nothing in this Section shall alter EPA's or the State's ability to request the performance of additional work which was not contemplated by this Agreement. The Air Force's obligation to perform much work must be established by either a modification of a report or document or by amendments to this Agreement.

(d) This Agreement shall not be construed to restrict EPA, DEQ, or Air Force from taking any appropriate action under pertinent statute, law, regulation, or other authority relative to matters which are not within the scope of this Agreement.

9. DEADLINES AND TARGET DATES

9.1 Enforceable deadlines for primary documents and target dates for secondary documents agreed upon before the effective date of this Agreement are set forth in Appendix A to this Agreement. These deadlines and target dates shall be published in accordance with Section 9.2 and shall be incorporated into the appropriate work plans.

9.2 Within sixty (60) days of the issuance of the Record of Decision for each operable unit, the Air Force shall propose, in the Remedial Design Work Plan, deadlines and target dates for completion of the post-ROD draft primary and secondary documents set forth in Sections 8.3 and 8.4 for that Operable Unit. In the

context of reviewing the Remedial Design Work Plan, EPA and the State shall review and provide comments to the Air Force regarding the proposed deadlines and target dates. In the context of responding to EPA and State comments on the proposed Remedial Design Work Plan, Air Force shall, as appropriate, make revisions and reissue the proposed deadlines and target dates. The Parties shall meet as necessary to discuss and finalize the proposed deadlines and target dates. All agreed-upon deadlines and target dates shall be incorporated into the appropriate work plans. If the Parties fail to agree on the proposed deadlines and target dates, the matter shall immediately be submitted for dispute resolution pursuant to Section 13 (Dispute Resolution) in the context of a dispute concerning the Remedial Design Workplan. The final deadlines and target dates established pursuant to this Section shall be published by EPA, in conjunction with the State, and shall become an Appendix to this Agreement.

9.3 For any operable units not identified as of the effective date of this Agreement, the Air Force shall propose deadlines and target dates for all documents listed in Section 8.3 (a)(3)-(7) and 8.4 (a)(1)and (2) above within twenty-one (21) days of agreement by all the Parties or following dispute resolution on the proposed operable unit. Within fifteen (15) days of receipt, EPA and the State shall review and provide comments to the Air Force regarding the proposed deadlines and target dates. Within fifteen (15) days following receipt of the comments the Air Force shall, as appropriate, make revisions and reissue the proposal. The Parties shall meet as necessary to discuss and finalize the proposed deadlines and target dates. All agreed-upon deadlines and target dates shall be incorporated into the appropriate work plans. If the Parties fail to agree within thirty (30) days on the proposed deadlines, the matter shall immediately be submitted for dispute resolution pursuant to Section 13 (Dispute Resolution). The final deadlines and target dates established pursuant to this Subsection shall be published by EPA, in conjunction with the State, and shall become an Appendix to this Agreement.

9.4 The deadlines set forth in this Section, or to be established as set forth in this Section, may be extended pursuant to Section l0 (Extensions). The Parties recognize that one possible basis for extension of the deadlines for completion of the Remedial Investigation and Feasibility Study Reports is the identification of significant new Site conditions during the performance of the remedial investigation.

10. EXTENSIONS

10.1 Timetables, deadlines, and schedules shall be extended upon receipt of a timely request for extension and when good cause exists for the requested extension. Any request for

extension by a Party shall be submitted to the other Parties in writing and shall specify:

(a) The timetable, deadline, or schedule that is sought to be extended;

(b) The length of the extension sought;

(c) The good cause(s) for the extension; and

(d) The extent to which any related timetable and deadline or schedule would be affected if the extension were granted.

10.2 Good cause exists for an extension when sought in regard to:

(a) An event of Force Majeure;

(b) A delay caused by another Party's failure to meet any requirement of this Agreement;

(c) A delay caused by the good faith invocation of dispute resolution or the initiation of judicial action;

(d) A delay caused, or which is likely to be caused, by the grant of an extension in regard to another timetable and deadline or schedule;

(e) Any work stoppage within the scope of Section 12 (Emergencies and Removals); or

(f) Any other event or series of events mutually agreed to by the Parties and memorialized in writing as constituting good cause.

10.3 Absent agreement of the Parties with respect to the existence of good cause, a Party may seek and obtain a determination through the dispute resolution process that good cause exists.

10.4 Within seven (7) days of receipt of a request for an extension of a timetable, deadline, or schedule, each receiving Party shall advise the requesting Party in writing of the receiving Party's position on the request. Any failure by a receiving Party to respond within the seven-day period shall be deemed to constitute concurrence with the request for extension. If a receiving Party does not concur in the requested extension, it shall include in its statement of nonconcurrence an explanation of the basis for its position.

10.5 If there is consensus among the Parties that the requested extension is warranted, the Air Force shall extend the affected timetable and deadline or schedule accordingly. If there is no consensus among the Parties as to whether all or part of the requested extension is warranted, the timetable and deadline or schedule shall not be extended except in accordance with a determination resulting from the dispute resolution process.

10.6 Within seven (7) days of receipt of a statement of nonconcurrence with the requested extension, the requesting Party may invoke dispute resolution.

10.7 A timely and good faith request by the Air Force for an extension shall toll any assessment of stipulated penalties or application for judicial enforcement of the affected timetable and deadline or schedule until a decision is reached on whether the requested extension will be approved. If dispute resolution is invoked and the requested extension is denied, stipulated Penalties may be assessed and may accrue from the date of the original timetable, deadline, or schedule. Following the grant of an extension, an assessment of stipulated penalties or an application for judicial enforcement may be sought only to compel compliance with the timetable and deadline or schedule as most recently extended.

11. FORCE MAJEURE

11.1 A Force Majeure shall mean any event arising from causes beyond the control of a Party that causes a delay in or prevents the performance of any obligation under this Agreement, including, but not limited to, acts of God; fire; war; insurrection; civil disturbance; explosion; unanticipated breakage or accident to machinery, equipment or lines of pipe despite reasonably diligent maintenance; adverse weather conditions that could not be reasonably anticipated; unusual delay in transportation; restraint by court order or order of public authority; inability to obtain at reasonable cost and after exercise of reasonable diligence, any necessary authorizations, approvals, permits, or licenses due to action or inaction of any governmental agency or authority other than the Air Force; delays caused by compliance with applicable statutes or regulations governing contracting, procurement, or acquisition procedures, despite the exercise of reasonable diligence; and insufficient availability of appropriated funds if the Air Force shall have made timely request for such funds as part of the budgetary process as set forth in Section 16 (Funding). A Force Majeure shall also include any strike or other labor dispute not within the control of the Parties affected thereby. Force Majeure shall not include increased costs or expenses of Response Actions, whether or not anticipated at the time such Response Actions were initiated.

12. EMERGENCIES AND REMOVALS

12.1 Discovery and Notification

If any Party discovers or becomes aware of an emergency or other situation that may present an endangerment to public health, welfare, or the environment at or near the Site, which is related to or may affect the work performed under this Agreement, that Party shall orally notify all other Parties within twenty-four (24) hours of such discovery. If the emergency arises from activities conducted pursuant to this Agreement, the Air Force shall then take immediate action to notify the appropriate State and local agencies and affected members of the public.

12.2 Work Stoppage

In the event any Party determines that activities conducted pursuant to this Agreement will cause or otherwise be threatened by a situation described in Subsection 12.1, the Party may propose the termination of such activities. If the Parties mutually agree, the activities shall be stopped for such period of time as required to abate the danger. In the absence of mutual agreement, the activities shall be stopped in accordance with the proposal, and the matter shall be immediately referred to the EPA Hazardous Waste Management Division Director for a work stoppage determination in accordance with Section 13.9.

12.3 Removal Actions

(a) The provisions of this Section shall apply to all removal actions as defined in CERCLA Section 101(23), 42 U.S.C. 9601(23) and the NCP, including all ongoing removal actions and all new removal actions proposed or commenced following the effective date of this Agreement.

(b) Any removal actions conducted at the Site shall be conducted in a manner consistent with this Agreement, CERCLA, the NCP, and Executive Order 12580.

(c) Nothing in this Agreement shall alter the Air Force's authority with respect to removal actions conducted pursuant to Section 104 of CERCLA, 42 U.S.C. Section 9604.

(d) Nothing in this Agreement shall alter any authority the State or EPA may have with respect to removal actions conducted at the Site.

(e) All reviews conducted by EPA and the State pursuant to 10 U.S.C. Section 2705(b)(2) will be expedited so as not to unduly jeopardize fiscal resources of the Air Force for funding the removal actions.

(f) If a Party determines that there may be an endangerment to the public health or welfare or the environment because of an actual or threatened release of a hazardous substance, pollutant, or contaminant at or from the Site, the Party may request that the Air Force take such response actions as may be necessary to abate such danger or threat and to protect the public health or welfare or the environment.

12.4 Notice and Opportunity to Comment

(a) The Air Force shall provide the other Parties with timely notice and opportunity to review and comment upon any proposed removal action for the Site, in accordance with 10 U.S.C. Section 2705(a) and (b). The Air Force agrees to provide the information described below pursuant to such obligation.

(b) For emergency removal action, the Air Force shall provide EPA and DEQ with notice in accordance with Section 12.1. Such notification shall, except in the case of extreme emergencies, include adequate information concerning Site background, threat to the public health and welfare or the environment (including the need for response), proposed actions and costs, comparison of possible alternatives, means of transportation of any hazardous substance off-site and proposed manner of disposal, expected change in the situation should no action be taken or should action be delayed (including associated environmental impacts), any important policy issues and recommendations of the Air Force Project Manager. Within forty-five (45) days of completion of the emergency removal action, the Air Force will furnish EPA and DEQ with an Action Memorandum addressing the information required pursuant to CERCLA and the NCP and in accordance with pertinent EPA guidance for such actions.

(c) For other removal actions the Air Force will provide EPA and the DEQ with any information required by CERCLA and the NCP, and pertinent EPA guidance, such as the Action Memorandum, the Engineering Evaluation/Cost Analysis (in the case of non-time-critical removals) and, to the extent it is not otherwise included, all information required to be provided in accordance with paragraph (b) of this Subsection. Such information shall be furnished at least thirty (30) days before the response action is to begin.

(d) All activities related to ongoing removal actions shall be reported by the Air Force in the progress reports as described in Section 18 (Project Managers) of this Agreement.

12.5 Any dispute among the Parties as to whether a proposed non-emergency removal action as defined by the NCP and this Agreement, is properly considered a removal action or as to the

consistency of such action with any remedial action shall be subject to Section 13 (Dispute Resolution). Such dispute may be brought directly to the Dispute Resolution Committee (DRC) or the Senior Executive Committee (SEC) at any Party's request.

13. DISPUTE RESOLUTION

13.1 Except as specifically set forth elsewhere in this Agreement, if a dispute arises under this Agreement, the procedures of this Section shall apply. Any party may invoke this dispute resolution procedure. All Parties to this Agreement shall make reasonable efforts to informally resolve disputes at the Project Manager or immediate supervisor level. If resolution cannot be achieved informally, the procedures of this Section shall be implemented to resolve a dispute.

13.2 Within thirty (30) days after: (a) the issuance of a draft final primary document pursuant to Section 8 (Consultation), or (b) any action which leads to or generates a dispute, the disputing Party shall submit to the Dispute Resolution Committee (DRC) a written statement of dispute setting forth the nature of the dispute, the work affected by the dispute, the disputing Party's position with respect to the dispute, and the technical, legal, or factual information the disputing Party is relying upon to support its position.

13.3 Prior to any Party's issuance of a written statement of a dispute, the disputing Party shall engage the other Parties in informal dispute resolution among the Project Managers and/or their immediate supervisors. During this informal dispute resolution period the Parties shall meet as many times as are necessary to discuss and attempt resolution of the dispute.

13.4 The DRC will serve as a forum for resolution of dispute for which agreement has not been reached through informal dispute resolution. The Parties shall each designate one individual and an alternate to serve on the DRC. The individuals designated to serve on the DRC shall be employed at the policy level Senior Executive Service (SES) or equivalent or be delegated the authority to participate on the DRC for the purposes of dispute resolution under this Agreement. The EPA representative on DRC is the Hazardous Waste Management Division Director of EPA's Region VIII. The Air Force's designated member is Director of Environmental Management, Strategic Air Command. The DEQ representative is the Director, Water Quality Division, DEQ. Written notice of any delegation of authority from a Party's designated representative on the DRC shall be provided to all other Parties pursuant to the procedures of Section 22 (Notification).

13.5 Following elevation of a dispute to the DRC, the DRC shall have twenty-one (21) days to unanimously resolve the

dispute and issue a written decision. If the DRC is unable to unanimously resolve the dispute within this twenty-one (21) day period, the written statement of dispute shall be forwarded to the Senior Executive Committee (SEC) for resolution within seven (7) days after the close of the twenty-one (21) day resolution period.

13.6 The SEC will serve as the forum for resolution of disputes for which agreement has not been reached by the DRC. The EPA representative on the SEC is the Regional Administrator of EPA Region VIII. The Air Force's representative on the SEC is Deputy Assistant Secretary of the Air Force for Environment, Safety, and Occupational Health. The DEQ representative on the SEC is Director of DEQ. The SEC members shall as appropriate confer, meet, and exert their best efforts to resolve the dispute and issue a written decision. If unanimous resolution of the dispute is not reached within twenty-one (21) days, EPA's Regional Administrator shall issue a written position on the dispute. The Air Force or the State may, within fourteen (14) days of the Regional Administrator's issuance of EPA's position, issue a written notice elevating the dispute to the Administrator of EPA for resolution in accordance with all applicable laws and procedures. In the event neither the Air Force nor the State elects to elevate the dispute to the Administrator within the designated fourteen (14) day escalation period, the Air Force and the State shall be deemed to have agreed with the Regional Administrator's written position with respect to the dispute.

13.7 Upon escalation of a dispute to the Administrator of EPA pursuant to Subsection 13.6 above, the Administrator will review and resolve the dispute within twenty-one (21) days. Upon request and prior to resolving the dispute, the EPA Administrator shall meet and confer with the Air Force's Secretariat Representative and the Governor of Wyoming to discuss the issue(s) under dispute. Upon resolution, the Administrator shall provide the Air Force and the State with a written final decision setting forth resolution of the dispute. The duties of the Administrator set forth in this Section shall not be delegated.

13.8 The pendency of any dispute under this Section shall not affect any Party's responsibility for timely performance of the work required by this Agreement, except that the time period for completion of work affected by such dispute shall be extended for a period of time usually not to exceed the actual time taken to resolve any good faith dispute in accordance with the procedures specified herein. All elements of the work required by this Agreement which are not affected by the dispute shall continue and be completed in accordance with the applicable timetable, deadline, or schedule.

13.9 When dispute resolution is in progress or a dispute concerning work stoppage arises pursuant to Section 12.2 of this

Agreement, work affected by the dispute will immediately be discontinued if the Hazardous Waste Management Division Director for EPA Region VIII requests in writing that work related to the dispute be stopped because, in EPA's opinion, such work is inadequate or defective, and such inadequacy or defect is likely to result in an adverse effect on human health or the environment, or is likely to have a substantial adverse effect on the remedy selection or implementation process. The State may request the EPA Hazardous Waste Management Division Director to order work stopped for the reasons set out above. To the extent possible, the Party seeking work stoppage shall consult with the other Parties prior to initiating a work stoppage request. After work stoppage if a Party believes that the work stoppage is inappropriate or may have potential significant adverse impacts, the Party may meet with the other Parties to discuss the work stoppage. Following this meeting and further considerations of this issue, the EPA Hazardous Waste Management Division Director will issue in writing a final decision with respect to the work stoppage. The final written decision of the EPA Hazardous Waste Management Division Director may immediately be subject to formal dispute resolution. Such dispute may be brought directly to the DRC at the discretion of the Party requesting dispute resolution.

13.10 Within twenty-one (21) days of resolution of a dispute pursuant to the procedures specified in this Section, the Air Force shall incorporate the resolution and final determination into the appropriate plan, schedule, or procedures and proceed to implement this Agreement according to the amended plan, schedule, or procedures.

13.11 Resolution of a dispute pursuant to this Section of the Agreement constitutes a final resolution of any dispute arising under this Agreement. All Parties shall abide by all terms and conditions of any final resolution of dispute obtained pursuant to this Section of this Agreement.

14. ENFORCEABILITY

14.1 The Parties agree that:

(a) Upon the effective date of this Agreement, any standard, regulation, condition, requirement, or order which has become effective under CERCLA and is incorporated into this Agreement is enforceable by any person pursuant to CERCLA Section 310, and any violation of such standard, regulation, condition, requirement, or order will be subject to civil penalties under CERCLA Sections 310(c) and 109;

(b) All timetables or deadlines associated with the RI/FS shall be enforceable by any person pursuant to CERCLA Section 310, and any violation of such timetables or deadlines

will be subject to civil penalties under CERCLA Sections 310(c) and 109;

(c) All terms and conditions of this Agreement which relate to remedial actions, including corresponding timetables, deadlines or schedules, and all work associated with remedial actions shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such terms or conditions will be subject to civil penalties under CERCLA Sections 310(c) and 109; and

(d) Any final resolution of a dispute pursuant to Section 12 (Dispute Resolution) of this Agreement which establishes a term, condition, timetable, deadline, or schedule shall be enforceable by any person pursuant to CERCLA Section 310(c), and any violation of such terms, condition, timetable, deadline, or schedule will be subject to civil penalties under CERCLA Sections 310(c) and 109.

14.2 Nothing in this Agreement shall be construed as authorizing any person to seek judicial review of any action or work where review is barred by any provision of CERCLA including CERCLA Section 113(h).

14.3 Nothing in this Agreement shall be construed as a restriction or waiver of any rights the EPA or the State may have under CERCLA, including but not limited to any rights under Sections 113 and 310, 42 U.S.C. Section 9613 and 9659. The Air Force does not waive any rights it may have under CERCLA Sections 120 and 211 and EO 12580.

14.4 The Parties agree to exhaust their rights under Section 13 (Dispute Resolution) prior to exercising any rights to judicial review that they may have.

14.5 The Parties agree that all Parties shall have the right to enforce the terms of this Agreement.

15. STIPULATED PENALTIES

15.1 In the event that the Air Force fails to submit a primary document listed in Section 8 (Consultation) to EPA and the State pursuant to the appropriate timetable or deadline in accordance with the requirements of this Agreement or fails to comply with a term or condition of this Agreement which relates to an operable unit or final remedial action, EPA may assess a stipulated penalty against the Air Force. A stipulated penalty may be assessed in an amount not to exceed $5,000 for the first week (or part thereof), and $10,000 for each additional week (or part thereof) for which a failure set forth in this Subsection occurs.

15.2 Upon determining that the Air Force has failed in a manner set forth in Subsection 15.1, EPA shall so notify the Air Force in writing. If the failure in question is not already subject to dispute resolution at the time such notice is received, the Air Force shall have fifteen (15) days after receipt of the notice to invoke dispute resolution on the question of whether the failure did in fact occur. The Air Force shall not be liable for the stipulated penalty assessed by EPA if the failure is determined, through the dispute resolution process, not to have occurred. No assessment of a stipulated penalty shall be final until the conclusion of dispute resolution procedures related to the assessment of the stipulated penalty.

15.3 The annual reports required by CERCLA Section 120(e)(5), 42 U.S.C. Section 9620(e)(5), shall include, with respect to each final assessment of a stipulated penalty against the Air Force under this Agreement, each of the following:

(a) The Federal facility responsible for the failure;

(b) A statement of the facts and circumstances giving rise to the failure;

(c) A statement of any administrative or other corrective action taken at the relevant Federal facility, or a statement of why such measures were determined to be inappropriate;

(d) A statement of any additional action taken by or at the Federal facility to prevent recurrence of the same type of failure; and

(e) The total dollar amount of the stipulated penalty assessed for the particular failure.

15.4 Stipulated penalties assessed pursuant to this Section shall be payable to the Hazardous Substances Response Trust Fund only in the manner and to the extent expressly provided for in acts authorizing funds for, and appropriations to, the DOD.

15.5 In no event shall this Section give rise to a stipulated penalty in excess of the amount set forth in CERCLA Section 109, 42 U.S.C. Section 9609.

15.6 This Section shall not affect the Air Force's ability to obtain an extension of a timetable, deadline, or schedule pursuant to Section 10 (Extensions).

15.7 Nothing in this Agreement shall be construed to render any officer or employee of the Air Force personally liable for the payment of any stipulated penalty assessed pursuant to this Section.

16. FUNDING

16.1 It is the expectation of the Parties to this Agreement that all obligations of the Air Force arising under this Agreement will be fully funded. The Air Force agrees to seek sufficient funding through the DOD budgetary process to fulfill its obligations under this Agreement.

16.2 In accordance with CERCLA Section 120 (e)(5)(B), 42 U.S.C. Section 9620 (e)(5)(B), the Air Force shall include in its submission to the DOD annual report to Congress, the specific cost estimates and budgetary proposals associated with the implementation of this Agreement.

16.3 Any requirement for the payment or obligation of funds, including stipulated penalties, by the Air Force established by the terms of this Agreement shall be subject to the availability of appropriated funds, and no provision herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

16.4 If appropriated funds are not available to fulfill the Air Force's obligations under this Agreement, EPA and the State reserve the right to initiate an action against any other person or to take any response action which would be appropriate absent this Agreement.

16.5 Funds authorized and appropriated annually by Congress under the "Environmental Restoration, Defense" appropriation in the DOD Appropriation Act and allocated by the Deputy Assistant Secretary of Defense for Environment to the Air Force shall be the source of funds for activities required by this Agreement consistent with Section 211 of CERCLA, 10 U.S.C. Chapter 160. However, should the Environmental Restoration Defense appropriation be inadequate in any year to meet the total Air Force CERCLA implementation requirements, the DOD shall employ and the Air Force shall follow a standardized DOD prioritization process which allocates that year's appropriations in a manner which maximizes the protection of human health and the environment. A standardized DOD prioritization model shall be developed and utilized with the assistance of EPA and the states.

17. STATUTORY COMPLIANCE/RCRA-CERCLA INTEGRATION

17.1 The Parties intend to integrate the Air Force's CERCLA response obligations and RCRA corrective action obligations which relate to the release(s) of hazardous substances, hazardous

wastes, pollutants, or contaminants covered by this Agreement into this comprehensive Agreement (see Section 2-Scope of Agreement). Therefore, the Parties intend that activities covered by this Agreement will: (1) achieve compliance with CERCLA, 42 U.S.C. Section 9601 et seq.; (2) satisfy the corrective action requirements of RCRA Section 3004(u) and (v), 42 U.S.C. Section 6924(u) and (v), for a RCRA permit, and RCRA Section 3008(h), 42 U.S.C. Section 6928(h), for interim status facilities; and (3) meet or exceed all applicable or relevant and appropriate Federal and State laws and regulations, to the extent required by CERCLA Section 121, 42 U.S.C. Section 9621.

17.2 Based upon the foregoing, the Parties intend that any remedial action selected, implemented, and completed under this Agreement will be protective of human health and the environment such that remediation of releases covered by this Agreement shall obviate the need for further corrective action under RCRA (i.e., no further corrective action shall be required). The Parties agree that with respect to the releases of hazardous waste covered by this Agreement, RCRA shall be considered an applicable or relevant and appropriate requirement pursuant to CERCLA Section 121, 42 U.S.C. Section 9621.

17.3 The Parties recognize that the requirement to obtain permits for response actions undertaken pursuant to this Agreement shall be as provided for in CERCLA and the NCP. The Parties further recognize that ongoing hazardous waste management activities at F.E. Warren AFB may require the issuance of permits under Federal and State laws. This Agreement does not affect the requirements, if any, to obtain such permits. However, if a permit is issued to the Air Force for ongoing hazardous waste management activities at the Site, as referenced in Subsections 2.4 and 2.5 of this Agreement, and if releases from such permitted units are found to be commingled with releases covered by this Agreement, the issuing party shall reference and incorporate, in connection with such releases, any appropriate provision including appropriate schedules (and the provision for extension of such schedules) of this Agreement into such permit. With respect to those portions of this Agreement incorporated by reference into permits, the Parties intend that judicial review of the incorporated portions shall, to the extent authorized by law, only be reviewed under the provisions of CERCLA.

18. PROJECT MANAGERS

18.1 On or before the effective date of this Agreement, EPA, the Air Force, and the State shall each designate a Project Manager and an alternate (each hereinafter referred to as Project Manager) for the purpose of overseeing the implementation of this agreement. The Project Managers shall be responsible on a daily basis for assuring proper implementation of the RI/FS and the RD/RA in accordance with the terms of the Agreement. In

addition to the formal notice provisions set forth in Section 21 (Notification), to the maximum extent practicable, communications among the Air Force, EPA, and the State on all documents, including reports, comments, and other correspondence concerning the activities performed pursuant to this Agreement, shall be directed through the Project Managers.

18.2 The Air Force, EPA, and the State may change their respective Project Managers. The other Parties shall be notified in writing within five (5) days of the change.

18.3 The Project Managers shall (as described in Subsection 8.5) meet regularly to review and discuss progress of the work being performed at the Site. To the maximum extent practicable, these meetings will be held in conjunction with meetings of the Technical Review Committee as established in CERCLA Section 211, l0 U.S.C. 2705(c). Although the Air Force has ultimate responsibility for meeting its respective deadlines or schedule, the Project Managers shall assist in this effort by consolidating the review of primary and secondary documents whenever possible and by scheduling progress meetings to review reports, evaluate the performance of environmental monitoring at the Site, review RI/FS or RD/RA progress, discuss schedules for elements of the RI/FS to be conducted in the following one hundred and eighty (180) days, resolve disputes, and adjust deadlines or schedules. At least one week prior to each scheduled progress meeting, the Air Force will provide to the other Parties a draft agenda and summary of the status of the work subject to this Agreement. The minutes of each progress meeting, with the meeting agenda and all documents discussed during the meeting (which were not previously provided) as attachments, shall constitute a progress report which will be sent to all Project Managers within ten (10) working days after the meeting ends. If an extended period occurs between Project Manager progress meetings, the Project Managers may agree that the Air Force shall prepare an interim progress report and provide it to the other Parties. The report shall include the information that would normally be discussed in a progress meeting of the Project Managers. Other meetings shall be held more frequently upon request by any Project Manager.

18.4 The authority of the Project Managers shall include, but is not limited to:

(a) Taking samples and ensuring that sampling and other field work is performed in accordance with the terms of any final work plan and Quality Assurance Project Plan (QAPP);

(b) Observing and taking photographs and making such other reports on the progress of the work as the Project Managers deem appropriate, subject to the limitations set forth in Section 25 (Access to Federal Facility) hereof;

(c) Reviewing records, files, and documents relevant the work performed;

(d) Determining the form and specific content of the Project Manager meetings and of progress reports based on such meetings; and

(e) Recommending and requesting minor field modifications to the work to be performed pursuant to a final Work Plan or in techniques, procedures, or design utilized in carrying out such Work Plan.

18.5 To be effective, any minor field modification proposed by any Party pursuant to this Section must be approved orally by all Parties' Project Managers. The Air Force Project Manager will make a contemporaneous record of such modification and approval in a written log, and a copy of the log entry will be provided as part of the next progress report. Even after approval of the proposed modification, no Project Manager will require implementation by a government contractor without approval of the appropriate Government Contracting Officer.

18.6 The Project Manager for the Air Force shall be responsible for day-to-day field activities at the Site and, consistent with other provisions of this Agreement, shall exercise the authority established in the NCP for the lead agency remedial project manager and on-scene coordinator. The Air Force Project Manager or other designated employee of F.E. Warren AFB Environmental Management Branch shall be present at the Site or reasonably available to supervise work during all hours of work performed at the Site pursuant to this Agreement. For Air Force work being performed under a contract, exercise of the Air Force project manager's responsibility and supervision will be through the Air Force Contracting Officer. For all times that such work is being performed, the Air Force Project Manager shall inform the command post at F.E. Warren AFB of the name and telephone number of the designated individual responsible for supervising the work.

18.7 The Project Managers shall be reasonably available to consult on work performed pursuant to this Agreement and shall make themselves available to each other during the pendency of this Agreement. The absence of EPA, the State, or Air Force Project Managers from the facility shall not be cause for work stoppage of activities taken under this Agreement.

19. PERMITS

19.1. The Parties recognize that under Sections 121(d) and 121(e)(1) of CERCLA/SARA, 42 U.S.C. Section 9621(d) and 9621(e)(1), and the NCP, portions of the response actions called for by this Agreement and conducted entirely on-site are exempted

from the procedural requirement to obtain a Federal, State, or local permit but, to the extent required by CERCLA, must satisfy all the applicable or relevant and appropriate Federal and State standards, requirements, criteria, or limitations which would have been included in any such permit.

19.2 This Section is not intended to relieve the Air Force from any and all regulatory requirements, including obtaining a permit, whenever it proposes a response action involving either the movement of hazardous substances, pollutants, or contaminants off-site, or the conduct of a response action off-site.

19.3 The Air Force shall notify EPA and the State in writing of any permit required for off-site activities as soon as it becomes aware of the requirement. Upon request of the Air Force Project Manager, the Project Managers of EPA and the State will assist the Air Force to the maximum extent practicable in obtaining any required permit. The Air Force agrees to obtain any permits necessary for the performance of any work under this Agreement. Upon request, the Air Force shall provide EPA and the State copies of all such permit applications and other documents related to the permit process. Copies of permits obtained in implementing this Agreement shall be appended to the appropriate submittal or progress report.

20. QUALITY ASSURANCE

20.1 In order to provide quality assurance and maintain quality control regarding all field work and sample collection performed pursuant to this Agreement, the Air Force agrees to designate a Quality Assurance Officer (QAO) who will ensure that all work is performed in accordance with approved work plans, sampling plans, and QAPPs. The QAO shall maintain for inspection a log of quality assurance field activities and audits and provide a copy to the Parties upon request.

20.2 To ensure compliance with the QAPP, the Air Force shall arrange for access, upon request by EPA or the State, to all laboratories performing analysis on behalf of the Air Force pursuant to this Agreement.

21. NOTIFICATION

21.1 All Parties shall transmit primary and secondary documents and comments thereon and all notices required herein so that they are received within two (2) working days. Time limitations shall commence upon receipt.

21.2 Notice to the individual Parties pursuant to this Agreement shall be sent to the addresses specified by the Parties. Initially these shall be as follows:

U.S. EPA:

Michael Mutnan, 8HWM-FF
U.S. Environmental Protection Agency, Region 8
Hazardous Waste Management Division
999 18th Street, Suite 500
Denver, CO 80202-2405

State of Wyoming:

Margaret Davison
DEQ/WQD
Southeast District Project Engineer
Herschler Building 4 West
Cheyenne, WY 82002

F.E. Warren Air Force Base:

Barry Mountain P.E.
Installation Restoration Program Manager
90 CSG/DEVR
F.E. Warren AFB
Wyoming 82005-5000

21.3 All routine correspondence may be sent via first class mail to the above addressees.

22. DATA AND DOCUMENT AVAILABILITY

22.1 Each Party shall make all sampling results, test results, or other data or documents generated through the implementation of this Agreement available to the other Parties. All quality assured data shall be supplied within sixty (60) days of its collection. If the quality assurance procedure is not completed within sixty (60) days, raw data or results shall be submitted within the sixty (60) day period and quality assured data or results shall be submitted as soon as they become available.

22.2 The sampling Party's Project Manager shall notify the other Parties' Project Managers not less than ten (10) days in advance of any sample collection. If it is not possible to provide ten (10) days prior notification, the sampling Party's Project Manager shall notify the other Project Managers as soon as possible after becoming aware that samples will be collected. Each Party shall allow split or duplicate samples to be taken by the other Parties or their authorized representatives.

23. RELEASE OF RECORDS

23.1 The Parties may request of one another access to or a copy of any record or draft final or final document pertaining to

activities within the scope of this Agreement. If the Party that is the subject of the request (the originating Party) has the record or document, that Party shall provide access to or a copy of the record or document; provided, however, that no access to or copies of records or documents need be provided if they are subject to claims of attorney-client privilege, attorney work product, or enforcement confidentiality. Records or documents which are properly classified pursuant to law or regulation shall be accessed subject to these laws or regulations.

23.2 Records or documents identified by the originating Party as subject to other nondisclosure provisions of the Freedom of Information Act, 5 U.S.C. Section 552, or the Public Records Act, Wyoming Statute 16-4-021 through 205, shall be released to the requesting Party, provided the requesting Party states in writing that it will not release the record or document to the public without prior approval of the originating Party. Records or documents which are provided to the requesting Party and which are not identified as subject to nondisclosure may be made available to the public without further notice to the originating Party.

23.3 Subject to Section 120(j)(2) of CERCLA, 42 U.S.C. Section 9620(j)(2), any draft final or final documents required to be provided by Section 8 (Consultation) and quality assured analytical data showing test results will always be releasable and no exemption shall be asserted by any Party.

23.4 This Section does not change any requirement regarding press releases in Section 26 (Public Participation and Community Relations).

23.5 A determination not to release a document for one of the reasons specified above shall not be subject to Section 13 (Dispute Resolution). Any Party objecting to another Party's determination may pursue the objection through the determining Party's appeal procedures.

24. PRESERVATION OF RECORDS

24,1 Despite any document retention policy to the contrary, the Parties shall preserve, during the pendency of this Agreement and for a minimum of ten (10) years after its termination, all records and documents contained in the Administrative Record and any additional records and documents which relate to the actions carried out pursuant to this Agreement. After this ten (10) year period, each Party shall notify the other Parties at least forty-five (45) days prior to destruction of any such documents. Upon request by any Party, the requested Party shall make available such records or copies of any such records, unless withholding is authorized by this Agreement and determined appropriate by law.

25. ACCESS

25.1 Without limitations on any authority conferred on EPA or the State by statute or regulation, EPA, the State, or their authorized representatives shall be allowed to enter F.E. Warren AFB at reasonable times for purposes consistent with the provisions of the Agreement. Such access shall include, but not be limited to, reviewing the progress of the Air Force in carrying out the terms of this Agreement; ascertaining that the work performed pursuant to this Agreement is in accordance with approved work plans, sampling plans, and QAPPs; and conducting such tests as EPA, the State, or the Project Managers deem necessary.

25.2 The Air Force shall honor all reasonable requests for access by the EPA or the State conditioned upon presentation of proper credentials. The EPA or the State will, to the maximum extent practicable and in light of the purpose of the Access, notify the Air Force Project Manager 24 hours in advance of the time they request access to F.E. Warren AFB. The Air Force Project Manager will provide briefing information, coordinate access and escort to restricted or controlled-access areas, arrange for base passes, and coordinate any other access requests which arise.

25.3 EPA and the State shall provide reasonable notice to the Air Force Project Manager to request any necessary escorts. EPA and the State shall not use any camera, sound recording, or other recording device at F.E. Warren AFB without the permission of the Air Force Project Manager. The Air Force shall not unreasonably withhold such permission.

25.4 The access by EPA and the State, granted in Subsection 25.1 of this Section, shall be subject to those regulations necessary to protect national security or mission essential activities. Such regulation shall not be applied so as to unreasonably hinder EPA or the State from carrying out their responsibilities and authority pursuant to this Agreement. If requested by EPA or the State, Air Force shall assist EPA and the State in obtaining authorizations or clearances needed to effectuate access consistent with this Section 25. In the event that access requested by either EPA or the State is denied by the Air Force, the Air Force shall provide an immediate verbal explanation of the reason for denial and, within 48 hours of the denial, a written explanation, including reference to the applicable regulations and upon request a copy of such regulations. The Air Force shall expeditiously make alternative arrangements for accommodating the requested access. The Parties agree that this agreement is subject to CERCLA section 120(j), 42 U.S.C. 9620(j), regarding the issuance of Site Specific Presidential Orders as may be necessary to protect national security.

25.5 If EPA or the State requests access in order to observe a sampling event or other work being conducted pursuant to this Agreement and access is denied or limited, the Air Force agrees to reschedule or postpone such sampling or work if EPA or the State so requests, until such mutually agreeable time when the requested access is allowed. The Air Force shall not restrict the access rights of the EPA or the State to any greater extent than the Air Force restricts the access rights of its contractors performing work pursuant to this Agreement.

25.6 All Parties with access to F.E. Warren AFB pursuant to this Section shall comply with all applicable health and safety plans.

25.7 To the extent the activities pursuant to this Agreement must be carried out on other than Air Force property, the Air Force shall use its best efforts to the maximum extent of its authority, including its authority under CERCLA Section 104, to obtain access from the owners which shall provide reasonable access for the Air Force, EPA, and the State and their representatives. In the event that the Air Force is unable to obtain such access agreements, the Air Force shall promptly notify EPA and the State.

25.8 With respect to non-Air Force property on which monitoring wells, pumping wells, or other response actions are to be undertaken, the Air Force shall use its best efforts to ensure that any access agreements shall provide for the continued right of entry for all Parties for the performance of such response actions. In addition, the Air Force shall use its best efforts to ensure that any access agreement shall provide that no conveyance of title, easement, or other interest in the property shall be consummated without the continued right of entry.

25.9 Nothing in this Section shall be construed to limit EPA's, Air Force's, and the State's right of access under applicable law.

26. PUBLIC PARTICIPATION AND COMMUNITY RELATIONS

26.1 The Parties agree that response actions at the Site arising out of this Agreement shall comply with the Administrative Record and public participation requirements of CERCLA Sections 113(k) and 117, 42 U.S.C. Section 9313(k) and 9617, relevant community relations provisions in the NCP, EPA guidance, and, to the extent they may apply, State statutes and regulations. The State agrees to inform the Air Force of all State requirements which it believes pertain to public participation. The provisions of this Section shall be carried out in a manner consistent with, and shall fulfill the intent of, Section 17 (Statutory Compliance-RCRA/CERCLA Integration).

26.2 The Air Force shall develop and implement a Community Relations Plan (CRP) addressing the community concerns and involvement in environmental activities and elements of work undertaken by the Air Force pursuant to this Agreement.

26.3 The Air Force shall establish and maintain an administrative record at a place at or near the Federal facility which is freely accessible to the public. The administrative record shall be established and maintained in accordance with relevant provisions in CERCLA, the NCP, and EPA guidance. A copy of each document placed in the administrative record, not already provided, will be provided by the Air Force to the other Parties. The administrative record developed by the Air Force shall be updated and new documents supplied to the other Parties on at least a quarterly basis. An index of documents in the administrative record will accompany each update of the administrative record.

26.4 Except in case of an emergency, or with regard to enforcement matters, any Party issuing a press release with reference to any of the work required by this Agreement shall advise the other Parties of such press release and the contents thereof, at least forty-eight (48) hours prior to issuance.

27. FIVE-YEAR REVIEW

27.1 Consistent with CERCLA section 121(c), 42 U.S.C. Section 9621(c) and in accordance with this Agreement, if the selected response actions results in any hazardous substances, pollutants, or contaminants remaining at the Site, the Parties shall review the remedial action program at least every five (5) years after the initiation of the final remedial action to assure that human health and the environment are being protected by the remedial action being implemented.

27.2 To synchronize the five-year reviews for all operable units and final remedial actions, the following procedure will be used: Review of operable units will be conducted every five (5) years counting from the initiation of Remedial Action for the first operable unit, until initiation of the final remedial action for the Site. At that time a separate review for all operable units shall be conducted. Review of the final remedial action (including all operable units) shall be conducted every five (5) years, thereafter.

28. TRANSFER OF REAL PROPERTY

28.1 The Air Force shall not transfer any real property comprising the Federal facility except in compliance with Section 120(h) of CERCLA, 42 U.S.C. Section 9620(h) and those regulations set forth at 55 F.R. 14212. At least thirty (30) days prior to

any conveyance subject to Section 120(h) of CERCLA, the Air Force shall notify all Parties of the transfer of any real property subject to this Agreement and the provisions made for any additional response actions, if required.

29. AMENDMENT OR MODIFICATION OF AGREEMENT

29.1 This Agreement can be amended or modified solely upon written consent of all Parties. Such amendments or modifications may be proposed by any Party and shall be effective the third business day following the day the last Party to sign the amendment or modification sends its notification of signing to the other Parties. The Parties may agree to a different effective date.

30. TERMINATION OF THE AGREEMENT

30.1 The provisions of this Agreement shall be deemed satisfied and terminated upon receipt by the Air Force of written notice from EPA, that the Air Force has demonstrated that all the terms of this Agreement have been completed. If EPA denies or otherwise fails to grant a termination notice within ninety (90) days of receiving a written Air Force request for such notice, EPA shall provide a written statement of the basis for its denial and describe the Air Force actions which, in the view of EPA, would be a satisfactory basis for granting a notice of completion. Such denial shall be subject to the dispute resolution procedures contained in Section 13 of this Agreement.

30.2 This provision shall not affect the requirements set forth in CERCLA section 121(c), 42 U.S.C. 9621(c), for periodic review at maximum five (5) year intervals of the efficacy of the remedial actions.

31. OTHER CLAIMS

31.1 Nothing in this Agreement shall constitute or be construed as a bar or release from any claim, cause of action or demand in law or equity by or against any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous waste, pollutants, or contaminants found at, taken to, or taken from the federal facility. Unless specifically agreed to in writing by the Parties, EPA and the State shall not be held as a party to any contract entered into by the Air Force to implement the requirements of this Agreement.

32. RECOVERY OF EPA EXPENSES

32.1 This Agreement does not in any way or manner provide for the Air Force to reimburse EPA for its role in performing or complying with this Agreement. The Parties agree to amend this Agreement at a later date in accordance with any subsequent national resolution of the issue of EPA cost reimbursement by the Air Force. Pending such resolution, EPA reserves the rights it may have to seek or obtain reimbursement of any funds expended by EPA at or in conjuction with response actions at F.E. Warren Air Force Base to the extent authorized by CERCLA; nothing herein shall prejudice EPA's ability to exercise any right to initiate a cost recovery action as provided for by CERCLA.

33. STATE SUPPORT SERVICES

33.1 The Air Force and the State of Wyoming agree to use the Defense-State Memorandum of Agreement between the State and The Department of Defense, signed on June 27, 1990, for the reimbursement of services provided in direct support of the Air Force environmental restoration activities at the Site pursuant to this Agreement.

34. EPA CERTIFICATION OF COMPLETION OF REMEDIAL ACTION

34.1 When the Air Force determines that any OU remedial action, including any groundwater remediation, has been completed in accordance with the requirements of this Agreement for an OU it shall so advise EPA and the State in writing and shall request from EPA certification that the remedial action(s) have been completed in accordance with the requirements of this Agreement. Within ninety (90) days of the receipt of the request for EPA certification, EPA in consultation with the State shall advise the Air Force in writing that:

(a) EPA certifies that the remedial action has been completed in accordance with this Agreement and based on conditions known at the time of certification; or

(b) EPA denies the Air Force request for certification, stating in full the basis of the denial and describing the additional work needed to bring the remedial action into compliance with the terms and requirements of the primary document relating to such remedial action.

34.2 If EPA denies the Air Force request for certification that a remedial action has been completed in accordance with this Agreement, the Air Force or the State may invoke dispute resolution to review EPA's determination on certification and/or the additional work needed.

35. EFFECTIVE DATE AND PUBLIC COMMENT

35.1 The provisions of this Section shall be carried out in a manner consistent with and shall fulfill the intent of Section 17 (Statutory Compliance--RCRA/CERCLA Integration).

35.2 Within fifteen (15) days of the date of the execution of this Agreement, the Air Force shall announce the availability of this Agreement to the public for a forty-five (45) day period of review and comment, including publication in at least two (2) major local newspapers of general circulation. Comments received shall be transmitted promptly to the other Parties after the end of the comment period. The Parties shall review such comments and shall either:

(a) Unanimously determine that this Agreement should be made effective in its present form in which case EPA shall promptly notify all Parties in writing, and this Agreement shall become effective on the date that F.E. Warren AFB receives such notification; or

(b) If the determination in Section 35.2(a) is not made, the Parties shall meet to discuss and agree upon any proposed changes. If the Parties do not mutually agree on all proposed changes within fifteen (15) days from the close of the public comment period, the Parties shall submit their written notices of position concerning those provisions still in dispute directly to the Dispute Resolution Committee, and the Procedures of Section 13 (Dispute Resolution) shall be applied to the disputed provisions except that the SEC shall be the final level of dispute. Upon resolution by unanimous agreement of any proposed changes, the Agreement shall be modified and shall be re-executed by the Parties with EPA signing last and shall become effective on the date that it is signed by EPA.

35.3 If there is a written request for a public meeting or opposition to finalization of this Agreement within the time period for public comment, the Parties shall hold a public meeting after thirty (30) days prior notice. A written transcript or tape recording of the meeting shall be prepared and provided to the Parties, and such written transcript or tape recording shall be a part of the administrative record required under this Agreement.

36. APPENDICES AND ATTACHMENTS

36.1 Appendices shall be an integral and enforceable part of this Agreement. They shall include the most current versions of:

(a) All final primary and final secondary documents created in accordance with Section 8 (Consultation);

(b) All deadlines established in accordance with Section 9 (Deadlines) and extended in accordance with Section 10 (Extensions); and,

(c) Deadlines previously established and set forth in Appendix A hereto.

36.2 Attachments shall be for information only and shall not be enforceable parts of this Agreement. The information in these attachments is provided to support the initial review and comment upon this Agreement, and they are only intended to reflect the conditions known at the signing of this Agreement. None of the facts related therein shall be considered admissions by, nor are they legally binding upon, any Party with respect to any claims unrelated to, or persons not a Party to, this Agreement.

37. AUTHORIZED SIGNATURES

37.1 Each undersigned representative of a Party certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such Party to this Agreement.

It Is So Agreed

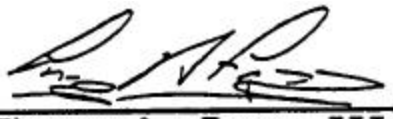
UNITED STATES AIR FORCE

BY: Leo W. Smith II — 20 September 1961
DATE

Leo W. Smith II
Lieutenant General, USAF
Vice Commander in Chief
Strategic Air Command

It Is So Agreed

UNITED STATES AIR FORCE

BY: 

Thomas A. Fagan III, Colonel, USAF
Commander, 90th Missile Wing
F.E. Warren AFB, Wyoming

20 Sep 91
DATE

It Is So Agreed

STATE OF WYOMING

BY:  9/23/91

Governor M. Sullivan DATE

It Is So Agreed

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

BY: Jack W. McGraw — 9/23/91 DATE

Jack W. McGraw
Acting Regional Administrator
U.S. Environmental Protection Agency,
Region VIII